



# BCP TARGET RETURN BOND 3

**A CAPITAL SECURE, ACTIVELY MANAGED,  
MULTI-STRATEGY BOND THAT AIMS TO DELIVER  
POSITIVE LONG-TERM CAPITAL GROWTH**

- Underlying Fund is the **Aviva Investors Multi-Strategy (AIMS)** Target Return Fund
- AIMS Fund has a targeted return of ECB Base Rate +5% per annum
- **200% or 100%** Participation in the Fund Performance which is added to the capital secure amount
- **92% or 97%** Capital Security provided at maturity by Investec Bank plc (Irish Branch)
- Investment Term 5 years
- 3 year Early Exit opportunity (Capital Security does not apply)
- **Closing Date 15th September 2016**
- Minimum Investment €20,000



**BCP** SERVING INVESTORS FOR OVER 45 YEARS  
[www.bcp.ie](http://www.bcp.ie) [invest@bcp.ie](mailto:invest@bcp.ie)



# BCP TARGET RETURN BOND 3

The BCP Target Return Bond 3 is a unique opportunity offering investors access to the performance of a leading absolute return fund that is managed by one of the most experienced investment teams in the industry. The Bond will track the Aviva Investors Multi-Strategy (AIMS) Target Return Fund which is focused on delivering steady long-term capital growth via a globally diversified target-return strategy.

## WHAT IS MULTI-STRATEGY TARGET RETURN?

The AIMS Target Return Fund draws on the investment team's global investment expertise and has the following core objectives:

- A targeted average annual return of 5% above the European Central Bank Base Rate over any rolling three year period in all market conditions, before fees
- A focus on steady long-term capital growth with the aim of being less than half as volatile as global equities
- A global multi-strategy fund that is free from benchmark constraints

Multi-Strategy investing is different to traditional investing in many ways. While some funds deliver returns by investing in mixtures of asset classes, this fund seeks to deliver returns by identifying investment ideas and opportunities across and within asset classes. This provides the fund with many ways to reflect the team's ideas more precisely than is possible in traditional funds.

To meet the fund's objectives, the fund managers pick diverse strategies that can take views on asset classes, sectors, currencies, interest rates, inflation and volatility. The managers pick a range of strategies that are expected to work well together whether markets are rising or falling so the fund can meet its aims of delivering performance, preserving capital and managing volatility.

## INVESTMENT PHILOSOPHY & PROCESS

The AIMS team is led by Euan Munro (Chief Executive Officer, Aviva Investors) and the team receives input, investment ideas and research from across all the single asset class teams of investment professionals within Aviva worldwide, based across the global investment markets.

House view	Idea generation	Idea evaluation	Portfolio construction	Fund management
Provides macro framework for wider discussion of potential investments	Invite participation from all investment teams worldwide	Peer group review of ideas to ensure only the strongest are considered for inclusion	<ul style="list-style-type: none"><li>– Position sizing</li><li>– Pre-trade risk</li><li>– Stress testing</li><li>– Scenario analysis</li></ul>	<ul style="list-style-type: none"><li>– Manage cash flows</li><li>– Portfolio rebalancing</li><li>– Manage liquidity</li></ul>



Creating an inventory of approved strategies

Constructing a robust diversified portfolio

# BCP TARGET RETURN BOND 3

## IDEA GENERATION & PORTFOLIO CONSTRUCTION



The focus is on harvesting the excess return from traditional asset markets which the team believe offer attractive long-term returns.

These strategies aim to profit from market mispricing that may exist due to market segmentation, central bank intervention or regulatory changes.

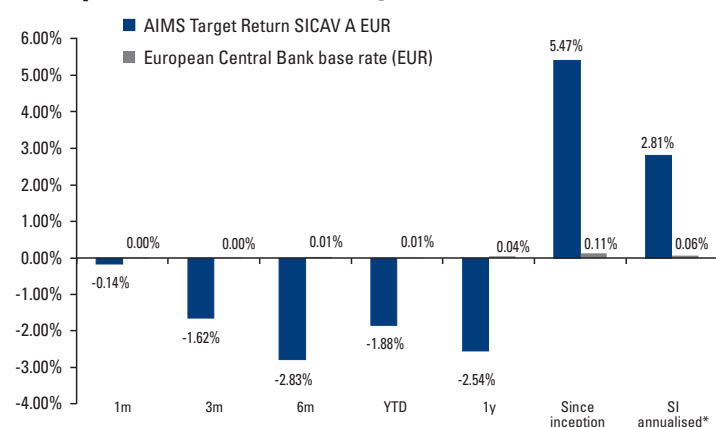
In times of market stress, these strategies can significantly add to the portfolio's returns, while retaining a neutral to positive return in the team's central scenario over a 3-year horizon.

## WHY AVIVA INVESTORS FOR MULTI-STRATEGY?

Aviva Investors is part of one of the largest financial institutions in the UK - the investment arm of Aviva plc. Aviva can trace its origins in the London insurance market back more than 300 years. When focusing on specific investment outcomes for investors it's essential to have the right resources and Aviva currently manage over €334bn across a range of asset classes. Aviva's multi-asset expertise dates back to the 1980's and the firm is currently responsible for over €84bn of multi-asset funds. Aviva Investors employ approximately 335 investment professional across 16 global financial centres.

## FUND ANALYSIS

### Fund performance to 31 May 2016



### Fund volatility to 31 May 2016

#### Realised annualised\* daily volatility since inception

AIMS Target Return A EUR	3.84%
MSCI All Country World equity index (Local currency)	12.37%

#### Annualised\* performance since inception

AIMS Target Return A EUR (net of fees)	2.81%
Target (gross of fees)**	5.05%

### Quarterly fund performance from inception to 31 May 2016

	Q3 '14	Q4 '14	Q1 '15	Q2 '15	Q3 '15	Q4 '15	Q1 '16	QTD	Cumulative S.I.
AIMS Target Return A EUR	1.92%	2.11%	4.77%	-1.84%	0.16%	0.26%	-2.17%	0.29%	5.47%
European Central Bank base rate	0.03%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.00%	0.11%

Source: Bloomberg and Aviva Investors as at 31 May 2016. Performance is shown net of all fees, in EUR. \*Inception date 1 July 2014.

\*\* Performance target of the AIMS TR strategy is cash +5% p.a. over rolling 3 years, before fees.

**Warning: Past performance is not a reliable guide to future performance.**





AVAILABLE TO PENSION PLATFORM INVESTORS ONLY

# BCP TARGET RETURN BOND 3

REVIEW YOUR PORTFOLIO ONLINE  
[crm.bcp.ie](http://crm.bcp.ie)



INVESTORS HAVE TWO BOND VERSIONS TO CHOOSE FROM WITHIN THIS STRUCTURE. THESE HAVE BEEN DESIGNED TO CATER FOR VARYING RISK AND RETURN REQUIREMENTS OF INDIVIDUAL INVESTORS:

## BCP TARGET RETURN BOND 3 – GROWTH PLUS VERSION

At the end of the 5 year Term, the Growth Plus Version will pay 92% of the Remaining Capital (original investment amount less any withdrawals made on the Early Exit Date) invested plus 200% of the Performance achieved by the AIMS Target Return Fund over the investment term. There is no limit to the maximum return that can be earned from this Bond. If the Performance of the AIMS Target Return Fund is 40% over the term of the Bond, the return to investors will be 92% of the Remaining Capital invested plus 80% (40% x 200%) giving a Gross Return of 72%. As the 72% return in this case is above the 40% Performance Fee hurdle rate, a 2% Performance Fee will be deducted from the Gross Return and paid to BCP with a return of 70% paid to investors. This is equivalent to 14% per annum (CAR 11.2%) Even if the Performance of the Fund is negative over the term of the Bond, 92% of the Remaining Capital invested will be returned.

## BCP TARGET RETURN BOND 3 – GROWTH VERSION

At the end of the 5 year Term, the Growth Version will pay 97% of the Remaining Capital (original investment amount less any withdrawals made on the Early Exit Date) invested plus 100% of the Performance achieved by the AIMS Target Return Fund over the investment term. There is no limit to the maximum return that can be earned from this Bond. If the Performance of the AIMS Target Return Fund is 40% over the term of the Bond, the return to investors will be 97% of the Remaining Capital invested plus 40% (40% x 100%) giving a Gross Return of 37%. As the 37% return in this case is above the 18% Performance Fee hurdle rate, a 1% Performance Fee will be deducted from the Gross Return and paid to BCP with a return of 36% paid to investors. This is equivalent to 7.2% per annum (CAR 6.3%). Even if the Performance of the Fund is negative over the term of the Bond, 97% of the Remaining Capital invested will be returned.

## PERFORMANCE FEES

If at the end of the 5 year term the Gross Return of the Bond is between 18% and 39.99%, then a Performance Fee of 1% will be deducted from the Gross Return and paid to BCP. If at the end of the Term the Gross Return of the Bond is 40% or greater, then a Performance Fee of 2% will be paid to BCP in respect of that version. If you encash part/all of your investment at the 3 year Early Exit Date and the gross return of the Bond is between 11% and 23.99%, then a Performance Fee of 0.6% will be deducted from the gross return and paid to BCP (1.2% if the gross return of the Bond is 24% or greater). The Performance Fee is paid in addition to the initial fee paid to BCP as described in the Key Features on page 5.

## EARLY EXIT OPTION

BCP has negotiated an early exit facility whereby you may encash your entire investment on the 3rd anniversary of the Bond at its realisable value, subject to a minimum of €10,000 per Version. Capital security will not apply to this encashment. The realisable value of the capital withdrawal may be more or less than the capital secure amount, depending on whether the growth earned by the Bond is greater or less than the early exit break costs.

**Warning: These figures are estimates only. They are not a reliable guide to the future performance of this investment.**  
**Warning: The figures above are provided only to illustrate how the Bond works; they should not be taken as an indication of potential returns. The return to you will depend on the version of the Bond you invest in and the actual Performance of the Fund which cannot be predicted in advance.**  
**Warning: The value of your investment may go down as well as up, you may get back less than you invest.**  
**Warning: If you encash at the 3 year Early Exit Date, capital security will not apply to the portion of your investment being encashed. The encashment amount may be more or less than the capital secure amount.**  
**Warning: If you invest in this product, at maturity you could lose 3% (Growth Version) or 8% (Growth Plus Version) of the money you invest.**  
**Warning: If you invest in this product, you will not have any access to your money for 3 years and/or 5 years.**  
**Warning: The return on your investment in this product may be affected by changes in currency exchange rates.**

# BCP TARGET RETURN BOND 3 KEY FEATURES

## HOW DOES THE BCP TARGET RETURN BOND 3 WORK?

The product producer of the BCP Target Return Bond 3 is BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4.

Your entire investment is allocated to a 5 year Target Return Bond. At the end of the 5 year Term, the percentage performance (gain or loss) of the Fund is calculated. This performance will then be multiplied by 200% (Growth Plus Version) or 100% (Growth Version), to determine the interest to be added to the Remaining Capital secure amount in each bond version. The Growth Plus and Growth Versions offer 92% and 97% capital security respectively.

**SUITABILITY** | The Bond is not suitable for investors who require regular income or require access to their capital before maturity. The Bond is suitable only as a capital growth investment. The return on the Bond will depend on the Performance of the Fund and will only be determined at the end of the 5 year term. No withdrawals may be made before the Early Exit Date on 27th September 2019, or at maturity of the Bond on 27th September 2021. Your money is not invested in the Fund, therefore, you do not benefit from any dividends paid by the Fund, but you will benefit from the dividends and income earned within the Fund during the term of the Bond. In order to protect the performance of the Fund from volatility towards the end of the term, the Final Price will reflect the average price of the Fund on a monthly basis over the final 18 months of the 5 year Term. The effect of averaging is to protect returns in a falling market but conversely it may restrict growth in a rising market. A Performance Fee of 1% will be deducted if the Gross Return of a Bond Version is between 18% and 39.99% at maturity. If the Gross Return of a Bond Version is 40% or higher then a Performance Fee of 2% will be paid to BCP at maturity. If you avail of the early exit option after 3 years and the gross return of a Bond Version is between 11% and 23.99%, a Performance Fee of 0.6% will be deducted from the gross return and paid to BCP (1.2% if the gross return of the Bond is 24% or higher). The return on your investment in this product may be affected by changes in currency exchange rates.

**CAPITAL SECURITY** | Capital security is provided by Investec Bank plc (Irish Branch). In the event Investec fails to meet its liabilities, you could lose some or all of your money. Your investment is held in the name of your pension platform provider. As your pension platform provider is the beneficial owner of the assets, it is important to note that this investment is not covered by the UK Financial Services Compensation Scheme (FSCS).

## WHERE DOES MY INVESTMENT IN THE BCP TARGET RETURN BOND 3 GO?

The paragraph below displays how the investment is structured for a hypothetical €10,000 investor.

### GROWTH PLUS VERSION

The Growth Plus Version provides 92% capital security by placing 88.72% or €8,872 of your investment amount on deposit. This amount will grow to 92% or €9,200 by the end of the 5 year Term. The Bond offers a return of 200% of the positive Performance of the underlying Fund, less the 8% capital at risk, less any Performance Fee. 9.2% or €920 of your investment amount will be used to purchase this return. If the Performance of the Fund is negative at the end of the 5 year Term, you will receive 92% of your Remaining Capital invested. This payment represents a 8% (CAR -1.65%) loss on your investment over the period. BCP will receive a fee of 2.08% or €208 for manufacturing, distributing and administering the Bond, equivalent to 0.42% per annum. As described previously on page 4, a Performance Fee of 1% will be paid to BCP in addition to the fees above if the Gross Return on this version of the Bond is between 18% and 39.99% at maturity. If the Gross Return on this version of the Bond is 40% or more then a Performance Fee of 2% will be paid to BCP at maturity. If you avail of the early exit option after 3 years and the gross return of the Bond is between 11% and 23.99%, a Performance Fee of 0.6% will be deducted from the gross return and paid to BCP (1.2% if the gross return of the Bond is 24% or greater).

### GROWTH VERSION

The Growth Version provides 97% capital security by placing 93.43% or €9,343 of your investment amount

on deposit. This amount will grow to 97% or €9,700 by the end of the 5 year Term.

The Bond offers a return of 100% of the positive Performance of the underlying Fund, less the 3% capital at risk, less any Performance Fee. 4.60% or €460 of your investment amount will be used to purchase this return.

If the Performance of the Fund is negative at the end of the 5 year Term, you will receive 97% of your capital invested. This payment represents a 3% (CAR -0.6%) loss on your investment over the period.

BCP will receive a fee of 1.97% or €197 for manufacturing, distributing and administering the Bond, equivalent to 0.39% per annum. As described previously on page 4, a Performance Fee of 1% will be paid to BCP in addition to the fees above if the Gross Return on this version of the Bond is between 18% and 39.99% at maturity. If the Gross Return on this version of the Bond is 40% or more then a Performance Fee of 2% will be paid to BCP at maturity. If you avail of the early exit option after 3 years and the gross return of the Bond is between 11% and 23.99%, a Performance Fee of 0.6% will be deducted from the gross return and paid to BCP (1.2% if the gross return of the Bond is 24% or greater).

### DO I HAVE ACCESS TO MY INVESTMENT?

You may encash your entire investment on the 3rd anniversary of the commencement date of the Bond (27th September 2019) at its realisable value, subject to a minimum of €10,000. As capital security is provided only at the end of the 5 year Term, the realisable value of the capital withdrawal may be more or less than the capital secure amount, depending on whether the growth earned

by the Bond is greater or less than the early exit break costs. BCP will contact you in advance of the 3rd anniversary to provide an indicative exit price. You will have the option to withdraw your entire investment (subject to a minimum of €10,000 per Version) at its realisable value or to switch your early exit proceeds to a new investment. You have the right to cancel your application for the Bond within two weeks of the date you sign it but no later than the Closing Date. All payments from the Bond will be paid to the trustees of the plan, or the investing Life Company, as appropriate to be added to your pension benefits.

### WHAT HAPPENS IF I DIE BEFORE THE BOND MATURES?

Where an investment is made on behalf of a self-directed or self administered pension plan, in the event of death of a member prior to the expiry of the Term, the Bond may be redeemed at its realisable value as determined by BCP based on a calculation by the Bank which may be more or less than the Remaining Capital secure amount. The proceeds from such redemption will be paid to the trustees of the plan, or the investing Life Company as appropriate.

Early redemption fees may apply in the event of an early exit outside of the 3 year early exit.

### WHAT ABOUT TAX?

This Bond is available to pension platform investors only. Pension platform investors are currently exempt from Deposit Interest Retention Tax. Investors should satisfy themselves in relation to the Revenue reporting requirements and the implications of non-disclosure where required.

## TERMS & CONDITIONS

### 1. DEFINITIONS

- 1.1 'you/your/investor' means the customer(s) who is/are investing funds in the BCP Target Return Bond 3 - Growth Plus Version and/or the BCP Target Return Bond 3 - Growth Version.
- 1.2 'the Bond' means the BCP Target Return Bond 3 - Growth Plus Version and/or the BCP Target Return Bond 3 - Growth Version provided by BCP in accordance with these Terms and Conditions.
- 1.3 '5 year Term', 'Term' means the duration of the BCP Target Return Bond 3 - Growth Plus Version and/or the BCP Target Return Bond 3 - Growth Version, commencing on 27th September 2016 and maturing on 27th September 2021.
- 1.4 'Interest' means the interest calculated in accordance with Section 6 below.
- 1.5 'the Bank', 'Investec' means Investec Bank Plc (Irish Branch) and its successors, assigns and transferees which is authorised by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. For the avoidance of doubt the Bank has no connection to the Fund or to Aviva Investors the manager of the Fund.
- 1.6 'Accounts' means the individual accounts opened with the Bank in relation to the Bond.
- 1.7 'BCP' means BCP Asset Management DAC and its successors, assigns and transferees.
- 1.8 The 'Fund' means the Aviva Investors Multi-Strategy (AIMS) Target Return Fund. The Bloomberg code is AIMSAEU LX.
- 1.9 'Performance of the Fund' is defined in 6.2 below.
- 1.10 'Performance of the Bond Version' is defined in 6.3 below.
- 1.11 'Gross Return of the Bond Version' is defined in 6.4 below.
- 1.12 'Performance Fee' is defined in 6.5 below.
- 1.13 'Early Exit Date' refers to the 3 year anniversary of the Bond, being 27th September 2019, on which you will have the option to withdraw your entire initial investment in the Bond at its realisable value, subject to a minimum withdrawal of €10,000.
- 1.14 'Remaining Capital' means the original capital invested less the nominal value of any withdrawals on the Early Exit Date.
- 1.15 'Averaging Dates' mean Average of the Underlying Fund values taken at monthly anniversaries of the Start Date from, and including, 27/03/2020 to, and including, 27/09/2021 on 27th of each month (19 observations) or next business day.

### 2. YOUR INVESTMENT

- 2.1 BCP will lodge your investment into a client asset account at the Bank in the name of BCP. On the commencement date the funds will be transferred into an account registered to your pension provider. You will receive a confirmation from the Bank of your investment in the Bond. The Bank's general Terms & Conditions apply to all accounts, and are available at [www.investec.ie](http://www.investec.ie) or upon request from the Bank or BCP.
- 2.2 At the end of the Term, on advice from BCP, the Bank will pay (1) 92% of the Remaining Capital invested in the Growth Plus Version and/or (2)

97% of the Remaining Capital invested in the Growth Version together with any Interest earned on the Remaining Capital invested.

- 2.3 Your money is not invested in the Fund, therefore, you do not benefit from any dividends distributed by the Fund, but you will benefit from the dividends and income earned within the Fund during the Term of the Bond.
- 2.4 All payments from the Bond will be paid to the trustees of the plan, or the investing Life Company, as appropriate to be added to your pension benefits.

### 3. AVAILABILITY

- 3.1 The closing date for applications is 15th September 2016, or earlier if fully subscribed (the 'Closing Date'). The Closing Date is the final date in which BCP can receive fully completed applications for the Account(s).
- 3.2 The minimum investment is €20,000.
- 3.3 The Bond is available to individuals who are aged 18 or over wishing to invest their pension funds.

### 4. COOLING OFF PERIOD

You have the right to cancel this contract prior to the Closing Date of the Bond. If you wish to cancel, written notice must be received by BCP Asset Management DAC at 71 Upper Leeson Street, Dublin 4 within two weeks of your application but no later than 15th September 2016.

### 5. WITHDRAWALS

- 5.1 Withdrawals may only be made from the Bond on the Early Exit Date on 27th September 2019 or at maturity on 27th September 2021.
- 5.2 BCP will contact you in advance of the Early Exit Date to remind you of the early encashment facility and to provide you with an indicative exit price and reinvestment opportunities available at that time. As capital security is provided only at the end of the Term, the realisable value of the capital withdrawal may be more or less than the Remaining Capital secure amount, depending on whether the growth earned by the Bond is greater or less than the early exit break costs. The early exit price will be determined by BCP and the Bank.
- 5.3 Where an investment is made on behalf of a self directed or self administered pension plan, in the event of death of a member prior to the expiry of the Term, the Bond may be redeemed, subject to the terms of the rules of the underlying scheme or policy, at its realisable value as determined by BCP and the Bank which may be more or less than the Remaining Capital secure amount. The proceeds from such redemption will be paid to the trustees of the plan, or the investing Life Company as appropriate.
- 5.4 Early redemption fees may apply to early exits other than on the 3 year Early Exit Date of 27th September 2019.

### 6. INTEREST

- 6.1 The Interest credited by the Bank to the 5 year deposit on maturity is calculated for each Bond Version as the Performance of the Bond Version

less the Performance Fee, and is calculated in accordance with 6.2, 6.3, 6.4 and 6.5. This Interest, if positive, will be added to the Remaining Capital secure amount to calculate the final return. The final return on the Early Exit Date is calculated as the gross realisable value less the nominal value less any Performance Fee.

- 6.2 Performance of the Fund is calculated as (Final Price – Initial Price) / Initial Price where (1) the Initial Price of the Fund is the closing level of the Fund on 27th September 2016 or the next business day for the Fund; (2) the Final Price is the simple average of the Fund values taken at monthly intervals as per Term and Condition 1.15.
- 6.3 Performance of the Bond Version is calculated as (Performance of the Fund x Participation) where Participation for the Growth Plus Version is 200% and Participation for the Growth Version is 100%.
- 6.4 Gross Return of the Bond Version is calculated as (Performance of the Bond Version – Capital at Risk) where Capital at Risk is 8% for the Growth Plus Version and 3% for the Growth Version.
- 6.5 The Performance Fee is 1% where the Gross Return at maturity for that Bond Version is between 18% and 39.99% (i.e. the gross realisable value is between 118% and 139.99% of the Remaining Capital invested). If the Gross Return of the Bond is 40% or higher then a Performance Fee of 2% will be paid to BCP at maturity (i.e. the gross realisable value is at least 140% of the Remaining Capital invested). If you avail of the early exit option after 3 years and the gross realisable value of the amount encashed for each Bond Version is between 111% and 123.99% of the nominal amount, a Performance Fee of 0.6% will be deducted from the gross realisable value and paid to BCP at that time (1.2% if the gross realisable value is 124% or greater).
- 6.6 If the Interest is zero or negative at maturity, 92% of the Remaining Capital invested in the Growth Plus Version or 97% of the Remaining Capital invested in the Growth Version will be payable. Where a closing level cannot be obtained due to market disruption affecting the Fund or a non-occurrence of a Fund business day on any of the above dates, the closing level of the affected Fund will be taken on the next business day unaffected by such event or, if such event continues for an extended period of time, will be estimated by BCP after consultation with the Bank.
- 6.7 Should any substantial changes to the Fund or a hedging disruption occur during the Term, BCP shall be entitled, after consultation with the Bank, at its absolute discretion, to change the underlying Fund, to unwind the Bond at the then current market value or to suspend operations of this Bond during any period in which such event continues and thereafter until the end of the Term. On suspension, the Bank shall arrange for the investment accrued to be placed on deposit for the aforesaid period, on terms to be agreed between BCP and the Bank at their absolute discretion. BCP will notify the



## TERMS & CONDITIONS

investors of the occurrence of any such event in such manner as BCP deem appropriate. Neither BCP, the Bank, nor their agent(s) shall be liable for any loss howsoever suffered by the investor if there is any total or partial failure of performance resulting from any such event or any other causes beyond the control of BCP, the Bank or their agent(s).

6.8 Should an adjustment event occur during the Term which affects the Fund or the value of any unit of the Fund including, without limitation: a split, consolidation or reclassification of the units, or a distribution in the form of dividends which does not comply with the usual dividend policy of the Fund, or any other similar event which in the opinion of BCP requires an adjustment, BCP shall be entitled, after consultation with the Bank and at its absolute discretion, to adjust any relevant terms of the Bond to preserve the economic equivalent of your investment prior to the occurrence of such adjustment event.

6.9 No interest will be paid to you in relation to the period up to 27th September 2016.

### 7. MATURITY

BCP will contact you before the Bond matures to advise of repayment and reinvestment opportunities available at that time. At maturity on 27th September 2021, BCP will instruct the Bank to electronically transfer your Remaining Capital secure amount together with Interest earned to your pension platform provider. If for any reason Interest on the Bond cannot be determined by the maturity date, the Bank will pay the Remaining Capital secure amount and Interest, 2 business days after the Interest can be determined.

### 8. COMPLAINTS

Any complaint about the sale of the Bond should be made to your Adviser or the intermediary through whom you invested. A complaint about any other aspect of the Bond should be made to BCP. Any such complaint will be investigated in accordance with BCP's complaints policy, details of which are available from BCP. If you are dissatisfied with the handling of your complaint or the response to it you may refer the issue to the Financial Services Ombudsman or the Pensions Ombudsman, as appropriate by contacting the relevant office.

### 9. CONFIDENTIALITY

BCP and the Bank observe a strict duty of confidentiality about your financial affairs. Save at

your request or with your consent, neither BCP nor the Bank will disclose any details relating to your investment to anyone else other than in the following circumstances:

- to comply with a Court Order.
- to comply with a direction or request from a statutory or regulatory body entitled to such details.
- in accordance with any applicable legislation.

### 10. DATA PROTECTION

Both BCP and the Bank are registered under the Data Protection Acts 1988 and 2003 and your personal data held by BCP and the Bank will be maintained in accordance with the obligations of the Acts and subsequent legislation.

#### *Customer Information Notice (Non-Resident Clients)*

Both BCP and the Bank have an obligation pursuant to the S891F of the Taxes Consolidation Act, 1997 (as amended), to transmit data to the Revenue Commissioner for all Non-Resident Clients in respect of all interest paid to Non-Resident Clients including personal data held by BCP and/or the Bank.

The Revenue Commissioner may share this data with other tax authorities as part of an Automatic Exchange of Information. Further information on the Automatic Exchange of Information can be found here: <http://www.revenue.ie/en/business/aeoi/index.html>

### 11. CANCELLATION

If total funds received from investors at the Closing Date are deemed to be insufficient, or hedging conditions are adverse, BCP reserves the right not to proceed with the Bond issue and to repay investors.

### 12. INVESTOR DEPOSIT ACCOUNTS

Your Account is held in the form of a fixed term deposit account in the name of your pension platform provider with the Bank, which is the ultimate provider of the capital secure portion of the investment. The maturity proceeds of your investment will be returned in the name of your pension platform provider at the end of the Term and/ or following any withdrawal at the Early Exit Date. Maturity proceeds comprise the Remaining Capital secure amount plus Interest. The Account is 92% or 97% capital protected by the Bank at maturity. The Bank may enter into a derivative contract for the purpose of providing a return on your investment. This will not affect your investment in the Account.

### 13. VARIATION

These Terms and Conditions may be changed if a decision, recommendation or change is made by a Court, Regulator, Ombudsman or by legislation. BCP will notify you personally of any changes and will endeavour to give you at least 1 month's notice.

### 14. BOND OPERATION

Neither BCP, the Bank nor their agent(s) will be liable for any loss you may suffer if BCP, the Bank or their agent(s) is prevented from providing any service as a result of industrial action, power failure or other cause beyond the reasonable control of BCP, the Bank or their agent(s). The Bank acts as deposit taker and is not liable for the responsibilities of BCP to you in relation to the Bond or for any information provided to you by BCP. The Bank is not offering financial or tax advice to BCP or investors. It does not make any representation, express or implied, as to the investment terms or the Performance of the Bond. Any such statements herein, as well as all other statements regarding the Bond, are the sole responsibility of BCP.

### 15. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and the Terms and Conditions as issued to you by your pension platform provider are governed by, and shall be construed in accordance with, the laws of Ireland. By signing the application form and subsequent investment instruction form as issued by your pension platform provider, you agree that any dispute may be resolved by the courts of Ireland.

### 16. COMPENSATION SCHEME/CAPITAL SECURITY

Capital security is provided by Investec Bank plc (Irish Branch). In the event Investec fails to meet its liabilities, you could lose some or all of your money. Your investment is held in the name of your pension platform provider. As your pension platform provider is the beneficial owner of the assets, its important to note that this investment is not covered by the UK Financial Services Compensation Scheme (FSCS).

### 17. DISCLAIMER

Aviva Investors do not sponsor, endorse, distribute or promote this product and are not in any way connected to it and do not accept any liability in relation to its issue, operation and trading.



BCP Asset Management DAC

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BCP Asset Management DAC, trading as BCP, is regulated by the Central Bank of Ireland. Registered in Ireland number 92930.

Registered office 71 Upper Leeson Street, Dublin 4, Ireland. VAT number IE4693404F.

Investec Bank plc (Irish Branch) is authorised by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.